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IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

DESIGN DATA CORPORATION, a Nebraska Corporation, Plaintiff, v. UNIGATE ENTERPRISE, INC., a California Corporation d/b/a UNIGATE STEEL DETAILING; UNIGATE GRAPHIC, INC., a California Corporation d/b/a UNIGATE STEEL DETAILING; UNIGATE INVESTMENT, INC., a California Corporation d/b/a UNIGATE STEEL DETAILING; LOUIS LIU, an individual; HELEN ZHANG, an individual; JIANJUN LIU, an individual, Defendants.	CV 12 4131 Case No. **COMPLAINT FOR:** **1. COPYRIGHT INFRINGEMENT (17 U.S.C. §§ 101, *et seq.*);** **2. UNJUST ENRICHMENT** **DEMAND FOR JURY TRIAL**

Plaintiff Design Data Corporation ("DDC" or "Plaintiff"), for their complaint against Unigate Enterprise, Inc. d/b/a Unigate Steel Detailing; Unigate Graphic, Inc. d/b/a Unigate Steel Detailing; Unigate Investment, Inc. d/b/a Unigate Steel Detailing; Louis Liu; Helen Zhang; and Jianjun Liu (collectively, "Defendants"), demanding trial by jury, hereby allege:

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INTRODUCTION

1. This is an action for injunctive relief and money damages stemming from Defendants' unauthorized use of DDC's copyrighted software.

PARTIES

2. Plaintiff Design Data Corporation is a Nebraska corporation with a principal place of business in Lincoln, Nebraska.

3. Defendant, Unigate Enterprise, Inc., d/b/a Unigate Steel Detailing a California Corporation with a principal place of business in Santa Clara County.

4. Defendant, Unigate Graphic, Inc., d/b/a Unigate Steel Detailing a California Corporation with a principal place of business in Santa Clara County.

5. Defendant, Unigate Investment, Inc., d/b/a Unigate Steel Detailing a California Corporation with a principal place of business in Santa Clara County.

6. Defendant Louis Liu, upon information and belief, is a resident of Santa Clara County and is an owner, employee, or agent of Unigate Enterprise, Inc., Unigate Graphic, Inc., and/or Unigate Investment, Inc.

7. Defendant Helen Zhang, upon information and belief, is a resident of Santa Clara County and is an owner, employee, or agent of Unigate Enterprise, Inc., Unigate Graphic, Inc., and/or Unigate Investment, Inc.

8. Defendant Jianjun Liu, upon information and belief, is a resident of Santa Clara County and is an owner, employee, or agent of Unigate Enterprise, Inc., Unigate Graphic, Inc., and/or Unigate Investment, Inc.

JURISDICTION

9. This Court has subject matter jurisdiction over the first claim for relief in this action because it arises under the Federal Copyright Act, 17 U.S.C. §§ 101 *et seq.*

10. This Court has supplemental subject matter jurisdiction over the pendent state law claims under 28 U.S.C. § 1367 because these claims are so related to Plaintiff's claims under federal law that they form part of the same case or controversy and derive from a common nucleus of operative facts.

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VENUE

11. Pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 1400(a), venue is proper in any district in which any Defendant or its agent resides or may be found. Thus, venue in the Northern District of California is proper.

INTRADISTRICT ASSIGNMENT

12. Since this is an intellectual property action, under Civil L.R 3-2 (c), it shall be assigned to a division on a district-wide basis.

FACTUAL ALLEGATIONS

13. Plaintiff DDC is the producer of copyrighted structural steel detailing software called SDS/2 (the "Copyrighted Software").

14. DDC obtained registration with the United State Copyright Office for the Copyrighted Software on May 18, 2006, registration number TXu001297923. A true and correct copy of the Certificate of Registration is attached hereto as Exhibit A.

15. The Copyrighted Software is an extremely intelligent and powerful computer aided design ("CAD") program that includes building and engineering codes and calculations and is capable of producing both a three-dimensional model of every structural steel component that goes into a structure.

16. The Copyrighted Software also produces a two-dimensional drawing that is within a 64^{th} of an inch in accuracy and can also control computer numerical controlled ("CNC") machines in the fabrication shop.

17. The two-dimensional drawings and three-dimensional modeling supports the design, detailing, fabrication, and erection of structural steel in building, bridges, towers, power grids, off-shore platforms, or any similar structure where steel is used.

18. DDC sells licenses and software maintenance agreements to individuals and businesses, which allow them use of the Copyrighted Software.

19. Defendants, and each of them, have not purchased a software license or a maintenance agreement from DDC.

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20. Defendants, and each of them, have willfully and intentionally made unauthorized copies of the Copyrighted Software.

21. Defendants, and each of them, willfully and intentionally used unauthorized or unlicensed versions of the Copyrighted Software to create drawings and electronic files that have been sold to contractors throughout the United States.

22. In the course of their business, Defendants, and each of them, have willfully and intentionally used unauthorized or unlicensed versions of the Copyrighted Software to open drawings and files created on the Copyrighted Software.

23. Defendants, and each of them, have willfully and intentionally employed businesses outside of the United States to create drawings using unauthorized or unlicensed versions of the Copyrighted Software. Defendants have sold these drawings and electronic files to contractors throughout the United States.

24. As a result of the willful and intentional use of unlicensed or unauthorized versions of the Copyrighted Software, Defendants, and each of them, have made ill-gotten financial profits. On information and belief, these profits total more than $600,000.

25. As a result of the willful and intentional use of unlicensed or unauthorized versions of the Copyrighted Software, Plaintiff has suffered damages that include the amount of the license fees and maintenance fees that Defendants should have paid to Plaintiff. On information and belief, these damages exceed $600,000.

FIRST CLAIM FOR RELIEF

Copyright Infringement

(Against All Defendants)

26. Plaintiff incorporates and re-alleges paragraphs 1 through the immediately preceding paragraph as though fully set forth herein.

27. Plaintiff owns a valid and enforceable copyright (No. TXu001297923) in the Copyrighted Software.

28. Within the last three years, Defendants have violated, among others, Plaintiff's exclusive rights to reproduce the Copyrighted Software and distribute licenses of the

Copyrighted Software in violation of Plaintiff's exclusive rights granted by 17 U.S.C. § 106 through § 122, thereby infringing Plaintiff's Copyrighted Software in violation of 17 U.S.C. § 501.

29. Defendants' wrongful conduct has been willful, deliberate, malicious, and without excuse or justification. Defendants were and are aware that the Copyrighted Software was subject to copyright protection and that Defendants had not purchased licenses to allow them use of the Copyrighted Software. Plaintiff is therefore entitled to recover actual damages plus disgorgement of Defendants' profits attributable to the infringement, or, in the alternative, statutory or enhanced statutory damages for willful infringement, together with Plaintiff's costs of suit and attorneys' fees.

30. Defendants' actions alleged herein have caused and will continue to cause irreparable damage to Plaintiff, for which Plaintiff has no remedy at law. Unless Defendants are enjoined and restrained from continuing its infringing activities in violation of the Copyright Act, these injuries will continue to occur. Plaintiff is therefore entitled to a permanent injunction restraining Defendants, each of its agents, contractors, partners, employees, and all persons acting thereunder, in concert, or on Defendants' behalf, from such further acts of copyright infringement.

SECOND CLAIM FOR RELIEF

Unjust Enrichment/Restitution

31. Plaintiff incorporates and re-alleges paragraphs 1 through the immediately preceding paragraph as though fully set forth herein.

32. Defendants unjustly received benefits at the expense of Plaintiff through their wrongful conduct, including Defendants' infringement of the Copyrighted Software, which took substantial time and money for Plaintiff to develop. Defendants continue to unjustly retain these benefits at the expense of Plaintiff. It would be unjust for Defendants to retain any value they obtained as a result of their wrongful conduct.

33. Plaintiff is accordingly entitled to full restitution of all amounts in which Defendants have been unjustly enriched at Plaintiff's expense.

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PRAYER

Wherefore, Plaintiff seeks judgment in its favor against Defendants and an order granting the following relief:

1. That Defendants, their agents, contractors, partners, employees, and all persons acting thereunder, in concert, or on Defendants' behalf be permanently enjoined from the acts of infringement described herein;
2. An order impounding or destroying any and all unlicensed or unauthorized copies of the Copyrighted Software found to be infringing on Plaintiff's rights;
3. An order awarding restitution and disgorgement of all ill-gotten gains unjustly obtaining and retained by Defendants through the acts complained of herein;
4. An order awarding damages to be proven at trial or statutory damages including enhanced statutory damages for willful infringement;
5. An order awarding Plaintiff its attorney's fees and costs; and
6. An order awarding Plaintiff such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

In accordance with Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury on all issues triable by jury.

DATED: August 7, 2012

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By ______________________

Yano Rubinstein
Phillip Seltzer
Attorneys for Plaintiff
DESIGN DATA CORPORATION